

REMARKS

Claims 1-3, 5, 8, 9, 13-22 and 27 were rejected under 35 U.S.C. § 102(b) as being anticipated by Becker. Claims 1 and 15 have been canceled and claims 11 and 24 placed in independent form. Claims 11 and 24 were rejected under 35 U.S.C. § 103 as being unpatentable over Becker in view of GemShield. This rejection is traversed for the following reasons.

In rejecting claim 11, the Examiner cited Becker as teaching bundling registration services with loss protection services. Applicants respectfully disagree. Becker teaches that insurance companies may access the registration database and insurance information may be entered in the database, but the registration service and the loss protection service in Becker are offered separately, not bundled together. Thus, Becker fails to teach bundling registration and loss protection services such as insurance, replacement coverage and warranty.

The Examiner relies on GemShield as teaching loss protection services bundled with registration services before the jewelry is transferred to the consumer with a cost of the loss protection services bundled with the cost of the jewelry. Applicants respectfully disagree with this interpretation of GemShield.

The cited section of GemShield reads "[a]s a marketing incentive, you can purchase the first year's insurance for your customers. You receive a flat rate for each piece of jewelry you sell. You simply forward an application to us with a description and its selling price. At the end of each month, we send you a report of items sold and total premiums due. You simply send the payment to IJB" (emphasis added). GemShield teaches that the retailer or wholesaler pays for the loss protection service. The cost is not passed on to the consumer. In GemShield, the retailer does not know the costs until an application is submitted and a report is received at the end of the month including the premium. Thus, GemShield does not teach "loss protection services are bundled with said registration services before transfer of ownership of a jewelry item to a consumer, a cost of said loss protection services bundled with said registration services being included in a cost of the marked jewelry item to the consumer" as recited in claim 11.

Even if Becker and GemShield are combined, the invention of claim 11 does not result. Thus, claim 11 is patentable over Becker in view of Gemshield. Claims 2-9 and 12-14 depend from claim 11 and are patentable over Becker in view of Gemshield for at least

the reasons advanced with respect to claim 11.

Claim 12 was rejected under 35 U.S.C. § 103 as being unpatentable over Becker in view of Gemshield and S&P. This rejection is traversed for the following reasons.

As noted above, Becker and Gemshield fail to teach the elements of claim 11, thus adding S&P does not cure these deficiencies. Further, S&P fails to disclose "a wholesaler includes the registration services and loss protection services in the cost of the jewelry item, the wholesaler transferring the jewelry item to at least one entity prior to the consumer obtaining the jewelry item" as recited in claim 12. S&P states insurance coverage is offered for wholesalers, but this does not teach or suggest including such insurance coverage with the cost of the jewelry. The proper interpretation of S&P is that the wholesaler has insurance for their own inventory prior to transfer. The insurance is not bundled or associated with the jewelry as recited in claim 12. In fact, S&P discloses differing insurance programs for wholesalers and personal coverage.

Thus, even if Becker, Gemshield and S&P are combined, the invention of claim 12 does not result. Thus, claim 12 is patentable over Becker in view of Gemshield and S&P.

Claim 24 was rejected under 35 U.S.C. § 103 as being unpatentable over Becker in view of Gemshield. Claim 24 is similar to claim 11 and is patentable over Becker in view of Gemshield for at least the reasons advanced with respect to claim 11. Claims 16-22 and 27 depend from claim 24 and are patentable over Becker in view of Gemshield for at least the reasons advanced with respect to claim 24.

Claims 25 and 26 were rejected under 35 U.S.C. § 103 as being unpatentable over Becker in view of Gemshield and S&P. This rejection is traversed for the following reasons.

Claims 25 and 26 pertain to a wholesaler initiating loss protection services or registration service and including the cost of loss protection services or registration services in a cost of the jewelry item. Becker teaches a registration services, but does not teach a wholesaler including the cost of such a service in a cost of the jewelry. GemShield discloses an insurance service, but does not include the insurance cost in the cost of the jewelry. In fact, in GemShield, the retailer or wholesaler pays the insurance premium which is contrary to including this cost in the cost of the jewelry item. S&P states insurance coverage is offered for wholesalers, but this does not teach or suggest including such insurance coverage with the cost of the jewelry. In fact, S&P discloses differing insurance programs for

wholesalers and personal coverage.

Thus, even if Becker in view of Gemshield and S&P are combined, the inventions of claims 25 and 26 do not result.

In view of the foregoing amendments and remarks, Applicants submit that the above-identified application is now in condition for allowance. Early notification to this effect is respectfully requested.

If there are any additional charges with respect to this Amendment or otherwise, please charge them to Deposit Account No. 06-1130 maintained by Applicants' attorneys.

Respectfully submitted,

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Date: July 31, 2003